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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 16th April, 2025

No. 1993422-HIII(2)-2025/5051.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 79 of The Information Technology Act, 2000 (Central Act 21 of 2000) (hereinafter referred to as 'aforementioned Act') read with the first proviso to clause (d) of sub-rule (1) of Rule 3 of The Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 alongwith Government of India, Ministry of Home Affairs, New Delhi, Notification bearing No.S.O.3935(E) dated 25.10.2013, the Administrator, Union Territory, Chandigarh being the appropriate Government as defined under clause (e) of sub-section (1) of Section 2 of the aforementioned Act, hereby, orders the following :-

1. Police Station Cyber to be the Nodal Agency in Union Territory, Chandigarh, to perform the functions under Section 79(3) (b) of The Information Technology Act, 2000.
2. Superintendent of Police, Cyber Crime, Union Territory, Chandigarh, to be the Nodal Officer, as per Section 79(3)(b) of the Information Technology Act, 2000.

*(By order and in the name of
Administrator Union Territory,
Chandigarh)*

Chandigarh, Dated
The 9th April, 2025.

RAJEEV VERMA, IAS,
Chief Secretary,
Chandigarh Administration.

Signature Not Verified
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SURESH BALA
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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 16th April, 2025

No. 508160-HII(2)-2025/5934.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **90/2017** dated **20.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KULDEEP SINGH. R/O HOUSE NO. 59/3, BANK COLONY, MANIMAJRA, CHANDIGARH.
2ND ADDRESS:- 2238/57, SHANTI NAGAR, MANIMAJRA, CHANDIGARH. (WORKMAN)

AND

1. M/S TECH MAHINDRA LIMITED, PLOT NO.23, PHASE - II, SEZ, KISHANGARH, RAJIV GANDHI I.T. PARK, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.
2. ANAND MAHINDRA, MANAGING DIRECTOR/S, TECH MAHINDRA LIMITED, PLOT NO.23, PHASE - II, SEZ, KISHANGARH, RAJIV GANDHI I.T. PARK, CHANDIGARH.

2ND ADDRESS:- M/S TECH MAHINDRA LIMITED, WING 1 AND 2, OBERIO GARDEN ESTATE, OFF. SAKI VIHAR ROAD, CHANDIVALI, ADHERI (EAST), MUMBAI - 400072 (MAHARASHTRA). (MANAGEMENT)

AWARD

1. Kuldeep Singh, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the applicant (*here-in-after 'workman'*) is physically challenged person with approximately 100% disability being polio affected. Copy of disability certificate is enclosed vide Annexure 'A1'. The workman was appointed by the respondent (*here-in-after 'management'*) as Customer Support - Business Coordinator in H.R. Department. Workman joined his duties w.e.f. August, 2012 on consolidated monthly salary of ` 6,000/- per month. The workman is a 'workman' as defined in the ID Act. The workman has discharged his duties entrusted to him from time to time in an honest and sincere manner, very diligently and used his skill and labour for better functioning of the management. The management was satisfied with his working. In the month of May 2017, the management started pressurizing the workman to give resign from the job. When the workman refused to resign, the management illegally terminated his services without giving any prior notice and making false and frivolous accusation against him. The workman had worked sincerely for about 4 years with the management but the management did not consider this fact and terminated his services. After termination, the workman raised hue and cry before the management by various communications including e-mails but the management did not pay any heed and just ignored his humble request and forced him in such critical situation. The management has given false and frivolous reasons of termination by saying that workman had tampered with the logging password of his wife and wrongly filled the time-sheets of his wife. It is a baseless allegation as there is proper procedure of time sheet entry by an employee which clearly shows that it is only done by the employee himself through bio-metric. While terminating the services of the workman, the provisions of law have not been complied and

no compensation was given to the workman which is violation of Section 25-F of the ID Act. Moreover, offence has been committed by the Company and Section 35 of the ID Act is attracted which clearly states that each and every person associated with the organisation are jointly and severally liable unless the offence so committed is without his knowledge or consent and the person involved in said offence are guilty of such offence. The application is within the limitation period under proviso to Section 15 of ID Act. Prayer is made that direction may be issued under Section 15(3) of the ID Act to reinstate the workman with full back wages along with allowances and interest @ 18% per annum from the due date till realisation.

3. On notice, management No.1 contested the claim statement by filing written statement dated 14.03.2018 (filed on 19.04.2018) wherein preliminary submissions are made to the effect that the claimant (*here-in-after 'workman'*) has not approached the Court with clean hands and grossly mis-stated the facts and concealed material information to mislead the Court. The workman is guilty of criminal misconduct, cheating and fraud, punishable under Indian Penal Code. The workman manipulated attendance records of his wife - Reetu, who was also an employee of the management, by manually login in the time sheet application and changing her attendance records so that the salary is credited in the Reetu's account, when she was not attending office for the period of October, 2016 to April, 2017. The time sheet was tampered and forged deliberately by the workman by using the computer system of the management for about 6 months and caused loss to the management.

4. Further on merits, it is denied that workman is covered under Section 2(s) of the ID Act. The workman was appointed as Customer Support Associate on 22.08.2012 for the project of one of the customers of the answering management and not as a Business Coordinator in department of H.R. as stated by him. At the time of joining the service, monthly salary of workman was ` 6,009/- (Total cost to company of ` 83,806/-). It is denied that workman is 100% disable. The validity of disability certificate / Annexure 'A1' is not admitted. The workman was found dishonest and involved in fraudulent activity during his service. It is denied that management started pressurizing the workman to resign and the workman was illegally terminated without giving any prior notice and making false and frivolous accusation against him when he refused to sign. The workman's employment had to be terminated immediately on 26.05.2017 due to serious misconduct i.e. security breach and conspiracy with intention to cheat and defraud the company for his personal gain. The termination was done after conducting an inquiry and on finding criminal misconduct of workman. The workman was not only involved in serious misconduct but his alleged representations were not humble in any manner. In fact, the workman wrote defamatory comments and false e-mails etc. and with intention to tarnish the management's and its official's image on 26.05.2017 filed false criminal complaint against them. The workman along with his wife filed a false complaint with police station, I.T. Park Chandigarh against the management's officials namely Mr. Uttakarsh Chattree - Senior Business Associate, Ms. Harpreet Kaur - Manager, Human Resource and Mr. Somit Kapoor - Centre Head alleging physical harassment. The said complaint was rejected by the Police Station, I. T. Park, after detailed inquiry i.e. after perusing the CCTV, Video footage of the incident at the company premises and obtaining statement of company officials with a remark that a complaint against the above referred officials of the company was false in nature. The workman attempted to show the company in bad light by circulating false, wrongful and misleading stories on social-media platform i.e. on Twitter tagging company's officials and posting tweets which are completely false and frivolous besides defamatory in nature. The management had also sent a Cease and Desist notice to the workman for not indulging into any further illegal acts and filing frivolous complaints. It is further submitted that the workman has misstated that bio-metric system was used in case of his wife during October, 2016 to April, 2017 to claim that she herself recorded her attendance. In fact, the management does not have bio-metric system of attendance. The system of attendance is through access card which is swiped over machines to record entry and exist by each employee as well as employees by using his own secret login and password, make an entry into the time sheet application every day, which gets matched with the entries recorded through access card. The workman was working in HR Department for short period and obviously he learnt system of the management that the salary is prepared on the basis of aforesaid either of the computerized automated attendance

system or entry made in the time sheet application by employees every day by using his own secret login and password. During the month of May, 2017, it was found by the management that time sheet of Reetu for the months of October, 2016 to April, 2017 were filled manually and not automatically through the access card system. Upon investigation, it was noticed that the workman was fraudulently filling time sheets manually, of his wife Reetu while she was absent and not coming to the office continuously for long period from 28.09.2016. The project on which his wife was earlier working had ended and she was without any regular assignment for some time. As such she did not have regular work but in order to get salary she ought to have attended the office. However, the workman fraudulently used his wife's legal password and other credentials during the period October, 2016 to April, 2017 to record her attendance, when his wife had actually stopped coming and was absent from office continuously. It is further submitted that management is having large number of employees and it is not easy to detect a person's absence and fraudulent attendance, when he is without a project, because attendance of an employee is recorded at the entry by employee's access card and otherwise manually through login system using employee's login password and credentials by login the system in the office. The use of another employees login password and credentials to login the system of the company, itself is a serious security breach of the Company Security Policies. No employee is permitted to share his secret password and login credentials with anyone. Further an employee can use his own password and login credentials to access the company system and not of any other employee. The workman and his wife breached terms of clause 6(c) of his offer letter of appointment. The workman by misusing the password and login credentials of his wife succeeded in credit of salary amounting to ` 57,661/- to his wife Reetu's account for aforesaid months causing loss of ` 57,661/- to the management. The management has also filed a police complaint against the workman and his wife for conspiring to cheat and defraud the company for their personal financial gain. The reasons given by the management for termination of the workman are not false and frivolous and are based on evidences collected by conducting detailed investigation procedure. The employees have to fill in their time sheet in order to record their working hours. During investigation, it was revealed that the time sheet was tampered and forged deliberately by the workman by using the management's computer system. The workman manipulated attendance record of his wife by manually login time sheet application and changing the attendance records so that the salary is credited in Reetu's account when she was not attending the office during said period. This was a case of serious criminal misconduct, cheating and fraud punishable under the provisions of IPC. There was no reason for giving any notice or compensation for termination as misconduct of serious nature for which the necessary inquiry along with investigation had already been done and sufficient evidence against the workman and his wife had been on record. The workman has been paid the amount of his full and final settlement. Rest of the averments of claim statement are denied as wrong and prayer is made that claim statement may be dismissed with costs.

5. Shri Milind Pendse, Assistant General Counsel of management No.2 filed an application dated 10.05.2018 (filed on 17.05.2018) seeking to delete its name from the proceedings. After taking reply from the workman, the above application was allowed vide order dated 22.04.2019 by the Learned Predecessor Court.

6. Replication not filed. From the pleadings of the parties, following issues were framed vide order dated 03.06.2019 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

7. In evidence, workman Kuldeep Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with his disability certificate No.121 dated 26.10.2005 issued by Medical Board, Jind (Haryana) vide Exhibit 'A1' and e-mails (colly) vide Exhibit 'A2'.

8. On 13.02.2024, workman closed his evidence in affirmative.

9. On the other hand, management examined MW1 Manish Makan, Manager - H.R., Tech Mahindra who tendered his affidavit Exhibit 'MW1/A' along with documents copy disabilities certificate bearing No.121 dated 26.10.2005 in favour of Kuldeep Singh vide **Exhibit 'M1'**; copy of General Diary Details of Police Station IT Park, Chandigarh bearing No.016 dated 31.05.2017 vide **Exhibit 'M2'**; copy of attendance record of Reetu and Kuldeep Singh for the period from 01.08.2016 to 27.05.2017 vide **Exhibit 'M3'**; copy of internal e-mail investigation with regard to fraud committed by Kuldeep Singh vide **Exhibit 'M4'** (colly.) containing page No.1 to 21; copy of letter dated 18.10.2016 issued to Reetu by Manager - Human Resources on the subject 'Letter of Movement to AT&T, Chandigarh' vide **Exhibit 'M5'**; applicant's slip regarding complaint submitted to SSP, Chandigarh on 29.05.2017 against Kuldeep Singh and Reetu downloaded from company's system vide **Exhibit 'M6'**; copy of application dated Nil submitted to the SSP, Chandigarh seeking information under RTI Act vide **Exhibit 'M7'**; downloaded copy of public window application status regarding application No.PW202002239 dated 31.01.2020 vide **Exhibit 'M8'**; downloaded copy of receipt of application under RTI Act vide **Exhibit 'M9'**; applicant's slip regarding complaint submitted to SSP, Chandigarh again on 31.01.2020 against Kuldeep Singh and Reetu, along with copy of complaint downloaded from company's system vide **Exhibit 'M10'**.

10. On 28.01.2025, Learned Representative for the management closed oral evidence and on 20.02.2025 Learned Representative for the management tendered copy of offer letter dated 22.08.2012 vide **Exhibit 'MX'** and copy of termination letter dated 26.05.2017 vide **Exhibit 'MX/1'** and closed documentary evidence.

11. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

12. Onus to prove this issue is on the workman

13. Under this issue workman Kuldeep Singh examined himself as AW1 and vide his affidavit / Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'A1' and Exhibit 'A2'.

14. On the other hand, management examined MW1 Manish Makan, Manager HR, Tech Mahindra, who vide his affidavit / Exhibit 'MW1/A' deposed the entire contents of written statement including the preliminary submissions which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M10'.

15. From the oral as well as documentary evidence led by the parties, it comes out that workman has pleaded that he was appointed as Customer Support Business Coordinator by the management w.e.f. August, 2012 on consolidated monthly salary of ` 6,000/- per month. On the other hand, management No.1. has pleaded that the workman was appointed on 22.08.2012 as Customer Support Associate and not as Business Coordinator in H.R. Department and his monthly salary was ` 6,009/ (total cost to company ` 83,806/-). From the above pleas taken by the parties, it is established that admittedly the date of appointment of the workman is 22.08.2012. From the copy of offer letter dated 22.08.2012 / Exhibit 'MX', it is established that the workman was offered the role of CSA (Customer Support Associate) w.e.f. the date of his reporting on duty and effective from the date of reporting for duty he will be eligible for the salary, allowances and other benefits as detailed in Annexure 'I' enclosed with the offer letter. From perusal of Annexure 'I', it is proved that carry home monthly salary of the workman was ` 6,009/- and annual salary was ` 72,108/-.

16. Workman has alleged that he is physically challenged with approximate 100% disability. On the other hand, management has denied the fact that the workman is 100% disable. From document Exhibit 'A1' i.e. disability certificate of workman, it is duly established that workman is 100% disable and his disability is permanent.

17. Learned Representative for the workman argued that workman remained in the employment of management from August, 2012 to May, 2017. The work and conduct of the workman during tenure of his service was satisfactory. Admittedly, workman's wife namely Reetu was an employee of the management who joined her duties w.e.f. 22.08.2012 and her services were terminated by the management on 23.07.2015. It is further argued by Learned Representative for the workman that the management levelled false allegations against the workman that he had tampered with the logging password of his wife and wrongfully filled the time sheet of his wife and thereafter terminated the services of the workman without issuing any prior notice and without payment of notice pay in lieu of notice period and the workman was not paid retrenchment compensation at the time of termination of his services. The workman was neither issued any show-cause notice nor served any charge-sheet and no domestic inquiry was held against the workman in connection with the false allegations of tampering of the attendance record of his wife. In fact, the management pressurized the workman to tendered resignation and on workman's refusal, his services were terminated illegally and in violation to Section 25-F of the ID Act w.e.f. May 2017.

18. On the other hand, Learned Representative for the management argued that the workman manipulated attendance records of his wife - Reetu, who was also an employee of the management, by manually login in the time sheet application and changing her attendance records so that the salary is credited in the Reetu's account, when she was not attending office for the period of October, 2016 to April, 2017. The time sheet was tampered and forged deliberately by the workman by using the computer system of the management for about 6 months and caused loss to the management. It is further argued by Learned Representative for the management that the workman was involved in serious misconduct. In fact, the workman wrote defamatory comments and false e-mails etc. and with intention to tarnish the image of management and its officials. Not only this, on 26.05.2017 workman filed a false criminal complaint with Police Station, I.T. Park Chandigarh against the management's officials namely Mr. Uttakarsh Chattree - Senior Business Associate, Ms. Harpreet Kaur - Manager, Human Resource and Mr. Somit Kapoor - Centre Head alleging physical harassment. The said complaint was rejected by the Police Station, I. T. Park, after detailed inquiry with the remarks that a complaint against the above referred officials of the company was false in nature. To support his arguments Learned Representative for the management referred DDR dated 31.05.2017 Exhibit 'M2' wherein the Police Inquiry Officer has recorded its finding that the complaint filed by Kuldeep Singh against staff of Tech Mahindra i.e. Uttakarsh Chatterjee, Somit Kapoor and Harpreet Kaur is false and it has no truth. The further remarks were given that in fact Kuldeep Singh has service dispute with Tech Mahindra Company in connection with the job of his wife and no action is warranted by the police as the matter is non-cognizable. It is further argued by Learned Representative for the management that the record of e-mails Exhibit 'M4' would show that the management has conducted internal investigation for the allegations against the workman along with attendance record Exhibit 'M3' and it was found in inquiry that the workman has fraudulently used his wife's login password and other credentials during the period October, 2016 to April, 2017 to record her attendance when his wife had actually stopped coming and was continuously absent from office. The workman by misusing the password and login credentials of his wife succeed in credit of salary amounting to ` 57,661/- to his wife's account for the aforesaid months, causing loss of ` 57,661/- to the management. The workman was telephonically called to the office for joining the inquiry proceedings and to show him the record and explain his position. The workman was given full opportunity to defend himself on 20.05.2017 and to explain his innocence or accept his misconduct. On 26.05.2017 when the workman came to office to participate in the inquiry, the entire fraudulent record was shown to him but the workman refused to admit his misconduct and fraud. The management had to terminate the services of the workman immediately

on 20.05.2017 due to serious misconduct i.e. security breach and conspiracy with intention to cheat and defraud the Company for personal gain. To support his contention Learned Representative for the management referred the time sheets of the workman's wife Reetu for the month of October, 2016 to April, 2017 / Exhibit 'M3' and laid much stress on the fact that these were filled manually and not automatically through the access card system. Upon investigation, it was found that the workman was fraudulently filling the time sheets manually of his wife Reetu, while she was absent and not coming to the office continuously for a long period w.e.f. 28.09.2016. To support its plea that internal inquiry was conducted into the matter, Learned Representative for the management referred emails Exhibit 'M4' (colly.).

19. Learned Representative for the workman argued that e-mails Exhibit 'M4' are internal e-mails of the management and at no stage of alleged internal inquiry, the workman was joined. Any inquiry which is conducted at the back of the workman, without providing any opportunity to the workman to submit his explanation is arbitrary and against the principles of natural justice, therefore, no reliance can be placed on the same. To support his arguments Learned Representative for the workman referred cross-examination of MW1 wherein he stated that there was no order of the management to constitute the committee for holding inquiry against the workman. MW1 admitted as correct that in Exhibit 'M4' it is nowhere mentioned that signatory on behalf of the management is member of the Inquiry Committee. MW1 admitted as correct that co-workers were enquired in connection with the inquiry proceedings against the workman. MW1 admitted as correct that in the inquiry proceedings the statements of co-workers were not recorded. MW1 stated that most of the officials who sent the above e-mails have left the management. In the inquiry proceedings the statements of the officials, who have sent e-mails Exhibit 'M4' were not recorded. MW1 admitted as correct that the CCTV cameras were installed around the work place of the workman. MW1 admitted as correct that CCTV footage of workman's work place was not saved. MW1 stated that the management has not obtained any expert's report with regard to the alleged allegations against the workman. Learned Representative for the management argued that the workman has committed the serious act of security breach and conspiracy, due to which by invoking clause 6(c) of the offer letter, his services were terminated vide termination letter dated 26.05.2017 / Exhibit 'MX1' with immediate effect i.e. 26.05.2017 and his full & final settlement was paid vide Cheque No.116162 of ` 10,449/-along with the termination letter.

20. During course of arguments the facts remained admitted that both workman Kuldeep Singh and his wife Reetu joined the employment with the management on 22.08.2012 on the post of Customer Support Associate. Services of the workman and his wife were terminated on 26.05.2017 by invoking clause 6(c) of the offer letter dated 22.08.2012. The management has alleged that workman's wife Reetu had not been coming to the office from 28.09.2016. Kuldeep Singh, husband of Reetu by misusing the password and login credentials of his wife, filled manually time sheets and not through automated access card system, Reetu's attendance for the period October, 2016 to April, 2017, and succeeded in credit of salary amounting to ` 57,661/- in Reetu's account causing loss of ` 57,661/- to the management. Workman Kuldeep Singh / AW1 when put to cross-examination stated that his wife was also working with the same management. His wife namely Reetu was working with the management w.e.f. 22.08.2012. She was working in the Cell Centre of the management. MW1 admitted as correct that his wife had not worked in the office of management for about 7-8 months prior to termination of her services. MW1 voluntarily stated that his wife was going to the office for 7-8 months as she was told by the management that there is no work of the project in the office. MW1 stated that his wife stopped coming to office during year 2016 onwards. AW1 in his cross-examination denied the suggestion as wrong that salary was not paid for non-working days. AW1 voluntarily stated that his wife was told by the management not to come to the office due to the completion of the project, she was paid salary for about 6-7 months even for no work. From the aforesaid version of AW1, it is proved that the workman's wife Reetu received salary for the period October, 2016 to April, 2017 despite the fact that she was not going to the office in the said period, due to completion of project in which she was working. From the internal inquiry report Exhibit 'M4' it is made out that management on inquiry reached the conclusion that the workman being husband of Reetu was in the knowledge of unique id / login / password of his wife Reetu and by using the same workman recorded presence of his wife by making entry manually in the time sheets application which is resulted into preparing his wife salary for the month of October, 2016 to April, 2017, when actually his wife

Reetu was not coming to the office due to completion of project. The management's plea that the workman remained working in the HR department for a short period, from where he might have learnt the system of the management that salary is prepared on the basis of computer automated attendance system or entry made in the time sheet application by employees everyday by using their own secret login and password. AW1 in his cross-examination stated that the process of salary is done in the HR Department. AW1 admitted as correct that he had worked about 3 ½ months in the HR Department of management. AW1 admitted as correct that he was working in HR Department of the management from the year 2014 till last date of working. AW1 admitted as correct that the management terminated his service on the ground of security breach and misconduct.

21. From the discussion made above, even if, it is assumed that as per the internal inquiry, the management found the workman has fraudulently used his wife's login password and other credentials during the period October, 2016 to April 2017 to record her attendance when his wife had actually stopped coming to the office w.e.f. 2016 onwards and workman by tempering the time sheets by using the computer system of the management, succeeded to credit ₹ 57,661/- in his wife's account, in that situation also at the most clause 6(c) of offer letter dated 22.08.2012 / Exhibit 'MX' is attracted which reads as below :-

"6 (a)

(b)

(c) *During your employment with the company you will comply with the provisions of the Information Security Policies and Procedures of Tech Mahindra at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises. You will also classify & manage all data under your control & ownership as per company policies. Non-conformation with the Information security policies & procedures, copying software & other proprietary material in use or stored at Tech Mahindra & non-compliance with various legal & contractual requirements pertaining to protection of personal data will be viewed very seriously and will attract strict disciplinary action as per disciplinary procedures of Tech Mahindra."*

22. In the present case, the management has terminated the services of the workman vide termination order dated 26.05.2017 / Exhibit 'MX1' which reads as below :-

"Dear Kuldeep

We refer to your employment contract set out in your employment letter dated 22nd August, 2012.

It has been reported that you have committed a serious security breach by wrongfully logging in to the account of Reetu, who is your wife and also an employee of the Company, with her log in credentials and password from your system on several occasions. You have tampered / forged the entries in the timesheets in a continuous manner for various periods even when she was absent from office.

Investigation in the matter, conclusively reveals that you have wrongfully filled in the time sheets of your wife using her log in credentials and passwords from your system which is clearly borne out by the IP addresses. You have thereby committed the following serious illegal acts:

- a. Security Breach - security breach by accessing Reetu's account through your system using Reetu's credentials and passwords from time to time;*

- b. *Conspiracy* - Reetu and you have conspired to temper and forge the attendance records of Reetu to cheat and defraud the Company, thereby causing loss to the Company to an extent of Rs.57,661/-.

In the above circumstances, your services with the company is being terminated with immediate effect i.e. 26th May, 2017. As a result you shall no longer be in employment with Tech Mahindra Limited.

The Company also reserves the right to initiate appropriate criminal action against you and other conspirators, if any, as well as recover the losses incurred by the Company. The Statement of Full and Final Settlement and cheque No. 116162 of Rs.10449/- is attached along with this letter."

23. From the contents of termination letter dated 26.05.2017 it is clearly established that the management conducted investigation into the allegation levelled against workman by internal inquiry as reflected in emails Exhibit 'M4'. It is undeniable fact that the workman was not joined in the internal inquiry held by the management. If the management was so concerned about the misconduct of the workman, nothing prevented to hold an appropriate inquiry after confronting the workman with all allegations, if any, and prove. It would be very convenient for the employer to do away with inquiry by taking the aid of the terms & conditions of the appointment letter. The act of partiality or bias-ness cannot be ruled out. Moreover, in the present case, even as per clause 6(c) of the appointment letter dated 22.08.2012, the management was required to initiate disciplinary action against the workman for violation of security policy etc. but the management has straightway taken punitive action by way of termination of services of the workman without initiating any disciplinary proceedings against him.

24. In view of the discussion made above, termination order dated 26.05.2017 is illegal and set aside.

25. Keeping in view of the peculiar facts & circumstances of the case, length of service of the workman i.e. about 5 years and his last paid monthly salary ` 6,009/-, workman is held entitled to lump sum compensation in the sum of ` 21,000/-.

26. Accordingly, this issue is decided in favour of the workman and against the management.

Relief :

27. In the view of foregoing finding on the issue above, this industrial dispute is allowed to the effect that workman is held entitled to lump sum compensation of ` 21,000/-. The management No.1 is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till the date of actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 20.02.2025

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 16th April, 2025

No. 508156-HII(2)-2025/5946.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **54/2023** dated **27.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

NEHA D/O SH. DHIAN CHAND, H.NO.110913, MORI GATE, MANIMAJRA, CHANDIGARH.
(WORKMAN)

AND

1. THE DIRECTOR, M/S MANAPURAM FINANCE LIMITED, MANAPURAM HOUSE, P.O. VALAPAD, THRISSUR, KERALA-680567.
2. REGIONAL MANAGER, M/S MANAPURAM FINANCE LIMITED, SCO 42, 1ST FLOOR, BURAIL, SECTOR 45-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. Neha, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that workman-claimant was appointed as Junior Assistant (G) by the management of respondent No.1 (*here-in-after 'management No.1'*) vide offer of appointment dated January, 2012. The workman deployed at the workplace of respondent No.2 (*here-in-after 'management No.2'*) at Chandigarh, whereas in the offer of appointment place of posting of workman is mentioned at Valapad, Kerala. The workman was allotted employee code No.85660. The workman was liable to be transferred to any of the present or proposed branches, accordingly, the workman was transferred 9 times during her employment of 10 years continued and un-interrupted employment up to 07.01.2022, when her services were illegally & wrongly terminated by refusing of workman. The workman-claimant was drawing ` 17,400/- as wages plus incentives at the time of termination on 08.01.2022, workman-claimant went to attend her normal duty but she was refused work by the management without assigning any reason and notice. There was no complaint against the work & conduct of the workman from any of her colleagues and superiors. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman-claimant was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The workman-claimant served upon the management a demand notice dated 25.02.2023, to which management did not reply. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention. The Assistant Labour Commissioner-cum-Conciliation Officer intervened but the dispute could not be settled within the stipulated period. The workman-claimant un-employed during the period i.e. from the date of termination till date. Prayer is made that workman-claimant may be reinstated with continuity of service along with full back wages and attendant benefits without any change in her service condition.

3. On notice, managements No.1 & 2 contested the claim of the workman by filing joint written statement dated 26.10.2023, wherein preliminary objections are raised on the ground that the reference is not maintainable as this Court has no jurisdiction to entertain the same. The petitioner (*here-in-after 'claimant'*) was lastly posted as Branch Head at Manapuram Finance Limited, Model Town, Ludhiana (Pb.) and stopped coming to Branch Office at Ludhiana from 08.01.2022 without giving prior notice to the management. The claimant was lastly posted at Ludhiana Branch and not at Chandigarh Branch. Therefore, this Court has no jurisdiction and the present reference may be dismissed on this ground alone. Besides, the claimant does not fall within the definition of 'workman' as denied under the ID Act, as the claimant was the Branch Head of Model Town Branch, Ludhiana and her last drawn salary was ` 17,084/- per month plus incentives. Thus, as per Section 2(s)(iii) of the ID Act, any such person who is employed mainly in a managerial or administrative capacity does not fall under the definition of 'workman' under the ID Act. The claimant was lastly posted at Model Town, Ludhiana as Branch Head having a staff of 4 to 5 members under her supervision. The claimant assigned the duties to the staff members and all the staff members were answerable to the claimant. Apart from that the claimant has not approached this Court with clean hands. The claimant herself was not serious towards her job obligations and many times the claimant was warned by the management for her negligent conduct and even the management company had suffered loss due to the negligent and careless attitude of the claimant. The claimant herself stopped coming to the office from 08.01.2022 without giving any prior notice or reason to the management and further stopped entertaining the telephonic calls from the management and now in this reference trying to take benefits of her wrong, falsely stating that her services were illegally terminated by the management.

4. Further, in para-wise reply, it is stated that management is a company incorporated under the provisions of the Companies Act, 1956, having its administrative office at Valapad, Thrissur. The management is a non-banking financial company duly registered with the Reserve Bank of India (RBI) under the provisions of the Chapter III-B of RBI Act, 1934 and is licenced to conduct financial business under the provisions of said Act. Sh. Rishikesh Meena, being Area Head in Chandigarh Region, is fully authorised to file and pursue the present reference on behalf of the Company. Shri Rishikesh Meena is also fully conversant with the facts of the present case. It is further submitted that it is admitted to the extent that claimant was appointed by the management as Junior Assistant (G) and her employee code was 85660. It is specifically denied that claimant was deployed at the work place of management No.2, whereas in the offer of appointment has mentioned the place of posting at Valapad, Kerala. The claimant shall be put to strict proof about the same. It is specifically denied that the claimant was illegally and wrongly terminated from the service by the management at any point of time. The claimant remained in service with the management for a period of 12 years and during her entire tenure of service, she was transferred 11 times to different places, and the claimant had joined her services at each & every place of posting. The claimant herself was a careless employee and also an account of misconduct for which the management-Company had issued a warning memo dated 24.04.2017 and cautioned her for the future. Fact that the workman was transferred to Model Town Ludhiana Branch on 24.11.2021, under disciplinary action as the claimant had made the management-Company suffer a loss of ` 71,653/- in loans sanctioned by her at Panchkula Branch. It is specifically denied that on 08.01.2022, the management-Company had refused to attend her normal duty without assigning any reason and notice. As per attendance report dated 13.05.2023 for the period 01.01.2022 to 28.02.2022, the claimant herself remained absent from her duties without giving any prior notice to the management-Company and even the claimant stopped taking calls from the management-Company. It is clearly shown that the claimant herself was not interested to continue her service with the management-Company. It is denied that the management-Company refused to give work to the claimant. The claimant was never terminated by the management-Company. Therefore, the claimant's case does not fall under Section 2(oo) of the ID Act. The management never violated Section 25 of the ID Act. As the management-Company never terminated the services of the claimant, so no question of charge-sheeting or inquiry had ever arisen. Since the claimant herself stopped coming to the Branch office

at Ludhiana without giving prior notice, therefore, claimant does not fall under the above-mentioned provisions. Rest of the averments of claim statement are denied being false and baseless. Prayer is made that the present reference may be dismissed with cost.

5. The workman filed replication dated 24.11.2023 (filed on 18.01.2024), wherein it is submitted that claimant was last appointed at Chandigarh and not at Ludhiana and this Court has jurisdiction to entertain the present dispute. The claimant falls under Section 2(s) of the ID Act. The claimant was not the Branch Head of the Model Town Branch. The claimant was drawing ₹ 17,400/- at the time of termination. Further the contents of written statement except admitted facts are denied as wrong and averments of the statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 18.01.2024 :-

1. Whether the termination of the services of the workman is illegal ? If so, to what effect and what relief she is entitled to ? OPW
2. Whether the claimant-workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Whether the claim is not maintainable in the present form ? OPM
4. Relief.

7. In evidence claimant Neha examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with copy of appointment letter dated 12.01.2012 vide **Exhibit 'W1'**. On 26.11.2024, Learned Representative for the workman-claimant closed evidence in affirmative.

8. On the other hand, the management examined MW1 Amit Kumar - Area Head, Manapuram Finance Limited, P.O. Valapad, Thrissur, Kerala, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents i.e. certificate of incorporation No.09-6623 of 1992 under the Companies Act vide **Exhibit 'M1'**, Board Resolution dated 08.08.2024 along with certificate dated 12.12.2024 vide **Exhibit 'M2'** and **Exhibit 'M3'** respectively, appointment letter dated 12.01.2012 issued to the workman vide **Exhibit 'M4'**, employee profile view of workman vide **Exhibit 'M5'**, warning memo dated 24.04.2017 issued to the workman by the Vice President - Human Resource vide **Exhibit 'M6'**, Inspection Summary report / audit report for the period 20.09.2021 to 05.10.2021 vide **Exhibit 'M7'**, details of pledge number 0101330700030647 dated 18.08.2021 vide **Exhibit 'M8'**, details of pledge number 0101330700030891 dated 20.09.2021 vide **Exhibit 'M9'**, details of pledge number 0101330700030550 dated 02.08.2021 vide **Exhibit 'M10'**, details of pledge number 0101330700030479 dated 15.07.2021 vide **Exhibit 'M11'** and attendance record of the workman for the period w.e.f. 01.01.2022 to 28.02.2022 vide **Exhibit 'M12'**.

9. On 10.02.2025 Learned Representative for managements No.1 & 2 closed oral evidence and on 25.02.2025 closed document evidence.

10. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 to 3 :

11. All these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

12. Onus to prove issue No.1 is on the workman and onus to prove issues No.2 & 3 on the management.

13. To support the claim, claimant-workman Neha examined himself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for sake of brevity. AW1 supported her oral version with the document Exhibit 'W1'.

14. On the other hand, the management examined MW1 Amit Kumar - Area Head, Manapuram Finance Limited, P.O. Valapad, Thrissur, Kerala, who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of the written statement, which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M12'.

15. From the oral as well as documentary evidence led by the parties, it comes out that admittedly the claimant was appointed by the management as Junior Assistant (G) vide appointment letter dated 12.01.2012 / Exhibit 'W1'. Learned Representative for the claimant contended that initially the claimant was posted at Chandigarh with management No.2 and not at Valapad as mentioned in the appointment letter / Exhibit 'W1'. On the other hand, Learned Representative for the management contended that the claimant did not join at Chandigarh but at Valapad (Kerala) as correctly mentioned in the appointment letter Exhibit 'W1'.

16. To my opinion as per Section 92 of the Indian Evidence Act / Section 95 of Bhartiya Sakshya Adhiniyam, 2023, in case of conflict between the oral and documentary evidence, it is the documentary evidence that shall prevail over the oral, as a person may tell lie but document may not. Accordingly, from the contents of the appointment letter Exhibit 'W1' it is duly proved on record that on appointment the claimant was posted in the Administrative Office of the Company at Valapad. Besides, the claimant has not placed on record any document showing her deployment at Chandigarh with management No.2.

17. The fact remained undisputed between the parties that claimant remained in the continuous employment of management No.1 from the date of her appointment i.e. 12.01.2012 up to 07.01.2022. In this regard MW1 when put to cross-examination admitted the suggestion as correct that workman was appointed by the management on 12.01.2012 and remained in the employment up to 07.01.2022. It is also admitted fact of the parties that as per the terms & conditions of the appointment letter Exhibit 'W1', the job of the claimant was liable to be transferred to any of the present or proposed branches or any of the Group of Companies / Firms in India in the same or different capacity. Admittedly during entire term of service, the claimant was transferred 9 to 10 times.

18. Learned Representative for the workman-claimant argued that claimant falls within the definition of Section 2(s) of the ID Act. On the other hand, Learned Representative for the management argued that the staff of 4 to 5 members were under the supervision of the claimant. The claimant was assigning the duties to the staff members and all the staff members were answerable to the claimant. Thus, the claimant was discharging the managerial, supervisory and administrative duties. To my opinion the above argument advanced by the Learned Representative for the management that the claimant was discharging managerial, supervisory & administrative duties is devoid of merits, because no such plea is taken by MW1 in his examination-in-chief by way of affidavit Exhibit 'MW1/A'. There is no document on record showing that any employee was working under the claimant's supervision or the claimant was competent to take any disciplinary action against any employee. The judgment referred by Learned Representative for the workman **Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus Shaileshkumar Harshadbhai Shah reported in 2006 SCC (L&S) 1486** is applicable to the facts of the present to an extent. Accordingly, the claimant is a 'workman' as defined under Section 2(s) of the ID Act.

19. The argument advanced by Learned Representative for the claimant that during entire tenure of service there was no complaint against her work & conduct is devoid of merits as claimant / AW1 when put to cross-examination admitted as correct that she has received a warning memo on 24.04.2007 and copy of the

same is Exhibit 'MX4'. The voluntarily statement of AW1 that she had replied the above said warning memo, in which she explained that she was not at fault and it was fault of the customer, does not stand proved as no such copy of alleged reply is placed on record.

20. Learned Representative for the workman argued that on 08.01.2022, when the workman-claimant went to attend her normal duty, she was refused work by the management without assigning any reason and notice. On the other hand, Learned Representative for the management argued that in fact the claimant has lastly posted at Ludhiana and she stopped coming to Branch Office at Ludhiana from 08.01.2022 without any prior notice to the management and thus voluntarily abandoned the services. Besides, the claimant being lastly posted at Branch Office Ludhiana. This Court has no territorial jurisdiction to try & decide the present case. To my opinion the above arguments advanced by the Learned Representative for the management carries force. AW1 / claimant when put to cross-examination admitted as correct that she has seen her employee profile view placed on the record of the Court file. Copy of same is Exhibit 'MX2'. AW1 admitted as correct that as per Exhibit 'MX2', her last posting was at Model Town, Ludhiana as Branch Manager. AW1 further stated that she has seen her attendance sheet for the period 01.01.2022 to 28.02.2022, copy of the same is Exhibit 'MX3'. AW1 admitted as correct that as per Exhibit 'MX3', she has worked as Model Town Ludhiana up to 07.01.2022. AW1 further stated that as per Exhibit 'MX3', after 07.01.2022, there is no punching for incoming and outgoing time. AW1 voluntarily stated that she has informed the management that she is not feeling well. Management's plea that claimant herself stopped coming to Branch Office, Ludhiana after 07.01.2022, stands proved from voluntary statement of claimant - AW1 in her cross-examination wherein she stated that she has informed the management that she is not feeling well. The above version of AW1 would suggest that she was not refused work on 08.01.2022 but she did not attend the office w.e.f. 08.01.2022 on the pretext of ill-health. The version of AW1 that she informed the management she is not feeling well is not acceptable because AW1 in her cross-examination further stated that she has not applied any written application for leave. From aforesaid version of AW1, it is duly established that the workman-claimant absented from duty w.e.f. 08.01.2022 without any intimation to the management and without getting leave sanctioned.

21. As far as jurisdiction is concerned, admittedly the claimant-workman was lastly posted at Branch Office Ludhiana. Workman joined duty at Valapad, Kerala and the Head Office of the management No.1 / appointing authority is at Kerala, therefore, this Court has no territorial jurisdiction to try & decide the present case.

22. Accordingly, issue No.1 is decided against the workman and in favour of the management. Issue No.2 is decided against management and in favour of the workman. Issue No.3 is decided in favour of the management and in favour of the workman.

Relief :

23. In the view of foregoing finding on the issue No.3 above, the industrial dispute is declined for want of jurisdiction. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 27.02.2025

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 16th April, 2025

No. 508151-HII(2)-2025/5936.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **12/2019** dated **19.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

TARUN KAUSHAL, H. NO. B 187-A, 1ST FLOOR, VILLAGE KHUDA ALI SHER, CHANDIGARH. (WORKMAN)

AND

M/S EM PEE MOTORS, PLOT NO. 177-H, INDUSTRIAL AREA, PHASE - I, CHANDIGARH THROUGH ITS MANAGING DIRECTOR. (MANAGEMENT)

AWARD

1. Tarun Kaushal, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that workman was appointed by the management as Manager Service on 01.09.2016. The workman remained in the uninterrupted employment up to 06.09.2018, when his services were illegally & wrongly terminated by refusing of work. The workman was drawing ₹ 46,600/- per month as wages at the time of termination. On 07.09.2018, as usual the workman went to attend his normal duty but he was told that his services are no more required when the workman asked for reason for termination, the management refused to tell the same. Although the workman was designated as 'Manager Service', but he had no administrative, managerial or supervisory duties to discharge. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For his reinstatement, workman served upon the management a demand notice dated 22.09.2018. The management neither replied the demand notice nor took the workman on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The dispute could not be settled within the stipulated period. The action of termination of service of the workman by the management is illegal, wrong, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination till date. Prayer is made that workman may be re-instated with full back wages along with continuity of service and all attendant benefits, without any change in his service conditions.

3. On notice, the management contested the claim statement by filing written reply dated 14.01.2020 (filed on 15.01.2020) wherein it is submitted that workman was appointed by the management as a Service Manager on 01.09.2016 and was getting ₹ 46,870/- per month as wages. It is denied that the management had illegally or wrongly terminated his services. The applicant (*here-in-after 'workman'*) was caught red-handed for illegally selling companies property. In order to safeguard himself from further legal proceedings, he had tendered resignation. His confession and resignation letter is attached with the written reply. The workman was designated as Service Manager at M/s Em Pee Motors Limited and was solely responsible for the business of that unit. The workman was having full managerial rights and all other employees of the said unit used to report him. The management never refused the work to the workman, as alleged by him. The workman is habitual such kind of unethical practices as he is also involved in embezzlement of funds in other

dealership. Rest of the averments of the claim statement are denied as false and misleading. Prayer is made that the claim statement may be dismissed with exemplary costs.

4. The workman filed rejoinder dated 09.03.2020, wherein it is submitted that the alleged charges levelled against the workman are denied being wrong and incorrect. The alleged resignation was conditional and not voluntary. The management agreed to pay all the legal benefits to the workman. On the assurance of management, the workman resigned from the services. The management back out from his assurance and did not pay legal dues to the workman. It is further submitted that alleged resignation was not voluntary but was conditional on the assurance of the management that he will pay all the legal dues to the workman, in case he resigns. The alleged written confession was given on behalf of the other workers working in the department. Rest of the contents of written statement are denied and the averments of the claim statement are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 09.03.2020 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

6. In evidence, the workman examined Tarun Kaushal examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 06.09.2024 Learned Representative for the workman closed evidence in affirmative.

7. On the other hand, the management examined MW1 Ranjit Singh Negi - Authorised Representative of M/s Em Pee Motors, Chandigarh, who tendered his affidavit Exhibit 'MW1/A' along with documents i.e. original authority letter dated 17.09.2024 issued in favour of Ranjit Singh Negi by the Authorised Signatory M/s Em Pee Motors Limited vide **Exhibit 'M1'**, original resignation letter dated Nil vide **Exhibit 'M2'**, original confession letter dated Nil vide **Exhibit 'M3'** and attested copy of attendance register for the month of September, 2018 vide **Exhibit 'M4'**.

8. Management examined MW2 Richa Gupta - Deputy Branch Manager, O/o ICICI Bank, Phase - I, Industrial Area, Chandigarh, who tendered into evidence copies of documents i.e. account statement of Tarun Kaushal bearing A/c No.040301504466 maintained with ICICI Bank, Branch Sector 34, Chandigarh for the period w.e.f. 01.04.2018 to 31.12.2018 vide **Exhibit 'MW2/1'** and account opening form of Tarun Kaushal vide **Exhibit 'MW2/2'**.

9. On 23.01.2025 Learned Representative for the management closed evidence.

10. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

11. Onus to prove this issue is on the workman.

12. Under this issue workman Tarun Kaushik examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for sake of brevity.

13. On the other hand, the management examined MW1 Ranjit Singh Negi - Authorised Representative of the management, who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of the written reply, which are not reproduced here in order to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M4'.

14. To prove the facts that the confession letter / Exhibit 'M3' and resignation letter / Exhibit 'M2' is in the handwriting of the workman and the same is signed by the workman, management examined MW2 Richa Gupta - Deputy Branch Manager of ICICI Bank, who produced the record of account statement

of workman's account No.040301504466 for the period 01.04.2018 to 31.12.2018 vide Exhibit 'MW2/1' and the account opening form of the workman Exhibit 'MW2/2', wherein the workman had given his specimen signature at the time of opening his above bank account with ICICI Bank, Branch Phase - I, Industrial Area, Chandigarh.

15. From the oral as well as documentary evidence on record, it comes out that workman was appointed as Service Manager by the management w.e.f. 01.09.2016. The workman remained in continuous employment of the management up to 06.09.2018. The workman has alleged that his last drawn monthly salary was ` 46,600/- whereas from the saving bank account statement of workman produced into evidence by the management vide Exhibit 'MW2/1', which is not disputed by the workman, it is proved that the last drawn monthly salary of workman was ` 46,076/-, as per entry dated 07.07.2018. MW1 in his cross-examination admitted as correct that last drawn monthly wages of the workman were ` 46,600/-. In view of Section 95 BSA, the documentary evidence i.e. the statement of account showing the last drawn monthly salary of the workman as ` 46,076/- shall prevail over the oral version of the applicant as well as MW1 that the last drawn monthly salary of the workman was ` 46,600/-.

16. It is argued by Learned Representative for the workman that the management terminated the services of the workman, with verbal order, on 07.09.2018, without notice and without assigning any reason. The workman being in continuous employment of the management w.e.f. 01.09.2016 to 06.09.2018, has complete continuous service of 240 days in 12 calendar months preceding termination. Thus, workman fulfills the requirement of continuous service as defined in Section 25B of the ID Act. Learned Representative for the workman further argued that once the requirement of Section 25B of the ID Act is fulfilled, the provision of Section 25F of the ID Act is attracted. Management-employer must satisfy the condition laid down under Section 25F of the ID Act before retrenchment of the workmen. Compliance of the provisions of Section 25F of the ID Act, in particular clause (a) & (b) thereof is mandatory but in the present case the management before terminating the services of the workman did not comply with the conditions laid down under Section 25F of the ID Act. It is further argued by Learned Representative for the workman that management has alleged that workman was caught red handed for illegally selling company's property and in order to safeguard himself workman has tendered confession letter / Exhibit 'M3' to the management and also tendered resignation Exhibit 'M2'. The workman / AW1 when cross-examined by the management denied that signatures on confession letter / Exhibit 'M3' and the resignation letter / Exhibit 'M2'. To support his argument Learned Representative for the workman referred cross-examination of workman / AW1 wherein he stated that he has seen confession letter which does not bear his signature at point 'E'. AW1 further stated that he has seen original letter bearing subject 'Resignation letter', it does not bear his signature at Point 'F'. Learned Representative for the workman further argued that management has not put any effort to got compared the admitted signature of the workman on point 'B' & 'C' of his affidavit Exhibit 'AW1/A' with disputed signatures alleged to be of workman at point 'E' of confession letter & point 'F' of resignation letter. Therefore, the confession letter / Exhibit 'M3' and resignation letter / Exhibit 'M2' cannot be connected to the workman. Besides, due to non-compliance of the provision of Section 25F of the ID Act, workman is entitled to reinstatement with continuity of service along with all consequential benefits.

17. On the other hand, Learned Representative for the management argued that the workman has deliberately denied his signatures on the confession letter / Exhibit 'M3' and resignation letter / Exhibit 'M2', in order to avoid his liability to pay ` 70,000/- to the management as the workman has caused loss in the tune of ` 70,000/- to the management by illegal sale of 'Black Oil'. The confession letter / Exhibit 'M3' and resignation letter Exhibit 'M2' is in the handwriting of the workman, duly signed by him and the workman has deliberately denied his signature at point 'E' of confession letter / Exhibit 'M3' and point 'F' of resignation letter / Exhibit 'M2' to avoid his liability arising thereunder. Learned Representative for the management argued that workman has not disputed his signatures on bank account opening form / Exhibit 'MW2/2' and bare perusal of the signatures at point 'E' & 'F' are similar to the specimen signature of the workman in his account opening form / Exhibit 'MW2/2'.

18. To my opinion, workman's plea that confession letter / Exhibit 'M3' at point 'E' and resignation letter / Exhibit 'M2' at point 'F' does not bear his signature and that he has not tendered any confession letter or resignation, is not acceptable for the reasons, first, in the rejoinder dated 09.03.2020, the workman has set up a plea that alleged resignation was not voluntarily but was conditional on the assurance of the management that he will pay all the legal dues to the workman in case he resigns. It is further pleaded that the alleged written confession was given on behalf of the other workers working in the department. The above plea taken by the workman in rejoinder would suggest that workman has not denied that he has tendered written confession and resignation letter but his plea is that same were tendered on the assurance of the management, that workman will be paid all his legal dues in case he tendered resignation. The workman has not put any suggestion to MW1 that the management has given any such assurance to the workman. Secondly, the workman has set up the plea of tendering conditional resignation and confession letter on behalf of the other workers for the first time in rejoinder. No such fact is pleaded either in the demand notice dated 22.09.2018 nor in the statement of claim. Thirdly, from the workman's plea set up in the rejoinder (as discussed above), it comes out that there is no denial of the workman to his signatures at point 'E' of confession letter / Exhibit 'M3' and point 'F' of resignation letter / Exhibit 'M2'. Fourthly, under Section 73 of the Indian Evidence Act and Section 72 of Bhartiya Sakshya Adhiniyam, 2023, the Court is within its right to compare writings by itself without the aid of Handwriting Expert, if occasion so arises and / or situation so demands. The Hon'ble Supreme Court of India in case of State of Gujrat Versus Vinay Chandra Chhota Lal Pathi, reported in AIR 1967 SC 778, also acknowledged the Court's power to compare signature or writings. In view of the said judgment, there is no legal bar to the judge using his own eyes to compare the disputed signatures with admitted signatures even without the aid of Handwriting Expert, when there are other reasons also to support the conclusion. On careful comparison of signatures at point 'E' of confession letter / Exhibit 'M3' and point 'F' of resignation letter / Exhibit 'M2' with the admitted signatures of the workman at point 'B' & 'C' of his affidavit Exhibit 'AW1/A' and with the specimen signature of workman in his bank account opening form / Exhibit 'MW2/2' (cross-examination of MW2 was recorded as Nil, although opportunity was given. Thus, there is no challenge to the workman's specimen signatures on his account opening form Exhibit 'MW2/2'), I find that there is no dissimilarity between signatures at point 'E' of Exhibit 'M3' & point 'F' of Exhibit 'M2' on the one side and workman's signatures at point 'B' & 'C' of Exhibit 'AW1/A' and specimen signature of Exhibit 'MW2/2' on the other side. The disputed signatures at point 'E' & 'F' are identical in every manner with workman's admitted signature at point 'B' & 'C' and specimen signatures in account opening form / Exhibit 'MW2/2'. Thus, I have no hesitation to hold that writer of signatures at point 'E' & point 'F' is the same person, who is writer of signatures at point 'B' & 'C' as well as specimen signature in Exhibit 'MW2/2'.

19. From the reasons recorded above, it is proved that workman has tendered the confession letter / Exhibit 'M3' as well as resignation letter / Exhibit 'M2' under his signatures. It would be apposite to reproduce the contents of confession letter Exhibit 'M2' and resignation letter Exhibit 'M3'. Exhibit 'M2' reads as below :-

"I was working in capacity of Service Manager at Poiner Toyota, Plot No.182, Industrial Area, Phase II Chandigarh. I am resigning from my job w.e.f. 06.09.2018.

Please clear / handover my salary dues upto dated 15.09.2018 As discussed."

Exhibit 'M3' reads as below:-

"I Tarun Kaushal Service manager of TES Plot Number 182, Industrial Area Phase II Chandigarh hereby admitted as under

- 1. I am incharge of TES, Plot No.182, Phase II Chandigarh & responsible for profit & losses of business.*
- 2. In my supervision number of black oi barrels are short/stolen from my premises.*
- 3. I will take moral responsibility of this loss of Rs.70000/- (cost of Black oil) & request to management not to take any strict / Legal action against me.*

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

4. *Considering my sincere service towards company loss of Rs.70000/- for which I take the responsibility can be debited to me.*
5. *Prayer:- I request to Management please impose penalty for my negligent / carelessness. I assure to management such kind of incident will never happen again. I am ready to compensate the loss of Rs.70000/-."*

20. From the above documents Exhibit 'M2' confession letter, it is proved that in workman's supervision black oil barrel were find short / stolen causing loss of ` 70,000/- to the management. The workman owned liability for the same. Workman shown his readiness to compensate loss of ` 70,000/- to the management and also assured not to repeat such incident in future. Further from resignation letter / Exhibit 'M2' it is proved that workman himself resigned from the job w.e.f. 06.09.2018 and requested to clear his dues as on 05.09.2018.

21. In view of the fact that workman himself resigned from service of the management, the provisions of Section 25F of the ID Act is not attracted.

22. The argument advanced by Learned Representative for the management that workman is not a 'workman' within the definition of Section 2(s) of the ID Act as he was discharging managerial duties is devoid of merits because MW1, when put to cross-examination recorded on 04.11.2024 stated that workman was competent to sanction leave to employees. Workman was not competent to issue charge-sheet to any employee. Workman was not competent to grant increment to any employee. Workman was not competent to grant promotion to any employee. Remaining cross-examination of MW1 was deferred on request of Learned Representative for the workman for producing the recorded by the witness whereby the workman has sanctioned leave to the employees and record of leaves due to the workman. MW1 when recalled for remaining cross-examination on 12.11.2024 stated that he has not brought the record whereby the workman has sanctioned leave to the employees and the record of the leaves due to the workman as the same is not traceable.

23. In view of the above, management has failed to controvert the workman's plea that workman though designated as Manager Service, was not discharging any managerial, supervisory or administrative duties. The case law referred by Learned Representative for the workman titled **Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus Shaileshkumar Harshadbhai Shah, reported in 2006 SCC (L&S) 1486** is applicable in this case to some extent wherein Hon'ble Supreme Court of India has held that primary duties performed by an employee are more important to ascertain whether he is a 'workman' or not and the designation of the employee or the name assigned to his class should not be given undue importance and mere existence of subordinates whose work is required to be supervised is a sine qua non to prove supervisory work and the employee must have authority to initiate departmental proceedings against the sub-ordinates.

24. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

25. In the view of foregoing finding on the issue above, this industrial dispute reference is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 19.02.2025

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Manmehakpreet Singh S/o Manpreet Singh R/o House No. 6745, Sector 56, Chandigarh, have changed my name from Manmehakpreet Singh to Manmehakpreet Singh Aulakh.

[609-1]

I, Shibbi W/o Sohan Singh Rana R/o House No. 666, Sector 33-B, Chandigarh, have changed my minor son name from Gaurav Singh to Gaurav Singh Rana.

[610-1]

I, Tulla Manohar Singh *alias* M S Tulla S/o Sadhu Singh Tulla R/o # 6059, Duplex M H C, Manimajra, Chandigarh, have changed my name to Manohar Singh Tulla.

[611-1]

I, Amritpaul Kaur W/o Jagdeep Singh # 3349/1, Sector 45-D, Chandigarh, have changed my name to Amritpaul Kaur Khaira.

[612-1]

I, Jagdeep Singh S/o Rajinder Singh Khaira # 3349/1, Sector 45-D, Chandigarh, have changed my name to jagdeep Singh Khaira.

[613-1]

I, Suresh Kumar S/o Sh. Harish Chander R/o House No. 3279, Sector 24-D, Chandigarh, have changed my name from Suresh Kumar to Suresh Kumar Bhatt. Concerned please note.

[614-1]

I, Rohit Singh S/o Rishi Pal R/o 766, Phase-1, Ramdarbar, Chandigarh, declare that I have changed my name from Rohit Singh to Rohit.

[615-1]

I, Vadivukkarasi Subramaniyan Wife of Manjamuthu Resident of # 73, Phase-3, Bapudham Colony, Sector 26, Chandigarh, have changed my name to Vadivukkarasi.

[616-1]

I, Gurjinder Kaur D/o Bikkar Singh W/o Manbir Singh # 1233, Sector 20-B, Chandigarh, have changed my name to Gurjinder Kaur Brar.

[617-1]

I, Harsh Sharma Son of Sh. Chaman Parkash R/o House No. 826, Milk Colony, Dhanas, Chandigarh, have changed my name from Harshit Sharma to Harsh Sharma.

[618-1]

I, Aashu D/o Som Nath *alias* Som Nath Girdhar # 3273, Sector 27-D, Chandigarh, have changed my name to Cherry.

[619-1]

I, Shakuntla D/o Late Sh. Banwari lal W/o Late Sh. Satish Kumar R/o H. No. 1167, (Top Floor), Sector 22-B, Chandigarh, changed my name from Varsha to Shakuntla.

[620-1]

I, Davinder Singh S/o Sh. Daler Singh R/o H. No. 1339.B, Sector 39-B, Chandigarh, have changed my name to Varinder Singh.

[621-1]

I, Vinod Kumar S/o Rattan Lal # 1802, Daddu Majra, Colony, Chandigarh, have changed my name to Vinod Gahlot.

[622-1]

I, Harender Singh Rawat S/o Ram Singh # 360-A, Ekta Complex, Behlana, Chandigarh, have changed my name to Harendra Singh.

[623-1]

I, Shibbi W/o Sohan Singh Rana R/o House No. 666, Sector 33-B, Chandigarh, have changed my name from Shibbi to Shibbi Rana.

[624-1]

PUBLIC NOTICE

I, Tara Chandra Nainwal S/o Sh. Badri Dutt Nainwal R/o # 325, Sector 9-D, Chandigarh. I have changed my name from Tara Chandra Nailwal to Tara Chandra Nainwal. Now I am know as Tara Chandra Nainwal.

[625-1]

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